



# भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-सा.-20112023-250151  
CG-DL-W-20112023-250151

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY  
साप्ताहिक  
WEEKLY

सं. 43] नई दिल्ली, अक्टूबर 22—अक्टूबर 28, 2023, शनिवार/ आश्विन 30—कार्तिक 6, 1945  
No. 43] NEW DELHI, OCTOBER 22—OCTOBER 28, 2023, SATURDAY/ASVINA 30—KARTIKA 6, 1945

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 3 अक्टूबर, 2023

का.आ. 1706.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, झारखंड राज्य सरकार की अधिसूचना सं. 10/सी.बी.आई.-406/2023-4040, दिनांक 06.09.2023, गृह, कारागार एवं आपदा प्रबंधन विभाग, रांची के माध्यम से जारी सम्मति से, श्री सुनीत कुमार पांडे, उप महाप्रबंधक, आईडीबीआई बैंक लिमिटेड, एनपीए प्रबंधन समूह, आंचलिक कार्यालय भुवनेश्वर द्वारा (i) मैसर्स जेएमटी ऑटो लिमिटेड (ii) श्री संजय टिकू, सीईओ एवं पूर्णकालिक निदेशक, मैसर्स जेएमटी ऑटो लिमिटेड (iii) श्री गौतम मल्होत्रा, प्रमोटर, निदेशक, मैसर्स जेएमटी ऑटो लिमिटेड (iv) श्री आदित्य मल्होत्रा, प्रमोटर, निदेशक, मैसर्स जेएमटी ऑटो लिमिटेड (v) अज्ञात लोक सेवकों और अज्ञात व्यक्तियों के विरुद्ध उक्त अभियुक्त कंपनी/व्यक्तियों द्वारा भारतीय दंड संहिता की धारा 120-बी सपठित धारा 420 एवं भ्रष्टाचार निवारण

अधिनियम, 1988 की धारा 13(2) सपठित धारा 13(1)(डी) के अंतर्गत किए गए दंडनीय अपराध के संबंध में दिनांक 01.08.2022 को दर्ज की गई शिकायत से उत्पन्न नियमित मामले का पंजीकरण करने तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त झारखंड राज्य में करती है।

[फा. सं. 228/56/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

## MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

### (Department of Personnel and Training)

New Delhi, the 3rd October, 2023

**S.O. 1706.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification No.-10/C.B.I.-406/2023-4040 dated 06.09.2023, Home, Prisons and Disaster Management Department, Ranchi, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Jharkhand for registration of regular case arising out of the complaint dated 01.08.2022 lodged by Shri Sunit Kumar Pandey, Deputy General Manager, IDBI Bank Limited, NPA Management Group, Zonal Office Bhubaneswar, against (i) M/s JMT Auto Limited (ii) Shri Sanjay Tikku, CEO and Whole-Time Director, M/s JMT Auto Limited (iii) Shri Gautam Malhotra, Promoter, Director, M/s JMT Auto Limited (iv) Shri Aditya Malhotra, Promoter, Director, M/s JMT Auto Limited (v) Unknown public servants & unknown persons for commission of offences by the accused company/persons punishable u/s 120-B r/w sec- 420 of IPC and section 13(2) r/w section 13(1)(d) of PC Act, 1988 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/56/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 11 अक्तूबर, 2023

**का.आ. 1707.**—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार के आदेश सं. एच.डी.-12010/74/2023-एसीएस-एमएचडी- गृह विभाग दिनांक 22.09.2023, मुंबई के माध्यम से जारी सम्मति से, एपीएम टर्मिनल्स इंडिया एग्नेक्स न्यू मेस्क, सीएफएस डिविजन, ब्लॉक सं.5-18, सैक्टर-6, द्रोनागिरी वेयरहाउसिंग कॉम्प्लेक्स, नवी मुंबई में सीमा शुल्क गठन में तैनात श्री जगमोहन सागर, मूल्यांकन अधिकारी, श्री महादेव शिवाजी कुमार उर्फ बाबू तथा अज्ञात अन्यो के विरुद्ध विधिक देय राशि के अलावा अवैध परितोषण के संग्रहण से संबन्धित दिनांक 10.04.2021 को पंजीकृत सीबीआई प्रकरण आरसी 0682021ई00006 से उत्पन्न अपराध(धों), जो भारतीय दंड संहिता की धारा 120बी तथा भ्रष्टाचार निवारण अधिनियम, 1988 (2018 में यथासंशोधित) की धारा 7, 7A और 8 के तहत दण्डनीय हैं, का अन्वेषण करने तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (दिनांक 10.04.2021 से कार्यान्तर प्रभाव से) समस्त महाराष्ट्र राज्य में करती है।

[फा. सं. 228/29/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 11th October, 2023

**S.O. 1707.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Maharashtra, issued vide Order No. H.D.-12010/74/2023-ACS-MHD-Home Department dated 22.09.2023, Mumbai, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 10.04.2021) to the whole State of Maharashtra for investigation into the offence(s) against Shri Jagmohan Sagar, Appraising Officer, Posted at Customs formation at APM Terminals India Annex New Maersk, CFS Division, Block No.5-18, Sector-6, Dronagiri Warehousing Complex, Navi Mumbai, Shri Mahadev Shivaji Kumar @ Babu and unknown others, pertaining to collection of illegal gratification other than legal dues, punishable under Section 120-B IPC and Sections 7, 7A and 8 of Prevention of Corruption Act, 1988 (as amended in 2018), relating to CBI Case RC0682021E0006 registered on 10.04.2021 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/29/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 11 अक्टूबर, 2023

**का.आ. 1708.**—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना के सदस्यों द्वारा भी निम्नलिखित अपराधों की जांच करने के लिए विनिर्दिष्ट करती है, नामतः :-

- अ) “वन (संरक्षण) अधिनियम, 1980 (1980 का अधिनियम 69)” के तहत दंडनीय अपराधों;
- ब) उपरोक्त अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए अथवा उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध(धों)।

[फा. सं. 228/58/2023- एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 11th October, 2023

**S.O. 1708.**—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences which are also to be investigated by the members of the Delhi Special Police Establishment, namely:-

- (a) Offence punishable under “The Forest (Conservation) Act, 1980 (Act No. 69 of 1980)”;
- (b) Any attempt, abetment and/or conspiracy, in relation to or in connection with above mentioned offence(s) and/or for any other offence(s) committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/58/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 9 अक्टूबर, 2023

**का.आ. 1709.**—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित वेयरहाउसों, जिनके 80 प्रतिशत या उससे अधिक कर्मचारीवृन्द ने हिन्दी का प्रवीणता/कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है:-

क्र.सं.	अधिसूचित किए जाने वाले केन्द्रीय भंडारण निगम वेयरहाउस का नाम
1	होशियारपुर
2	भोगपुर
3	अमृतसर बेस डिपो
4	लुधियाना
5	रोपड़

[फा. सं. ई-11011/1/2008-हिन्दी(321924)]

राजेन्द्र कुमार, संयुक्त सचिव

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**

(Department of Food and Public Distribution)

New Delhi, the 9th October, 2023

**S.O. 1709.**—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Department of Food & Public Distribution), whereof 80% or more staff have acquired the working knowledge of Hindi:

S.No.	Offices of Central Warehousing Corporation to be notified
1	Hoshiarpur
2	Bhogpur
3	Amritsar Base Depot
4	Ludhiana
5	Ropar

[F. No. E-11011/1/2008-Hindi(321924)]

RAJENDER KUMAR, Jt. Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1710.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय औरंगाबाद के पंचाट (48/2017) प्रकाशित करती है।

[सं. एल-12025/01/2023-आई आर (बी-1) -81]

सलोनी, उप निदेशक

**MINISTRY OF LABOUR/SHRAM MANTRALAYA**

New Delhi, the 11th September, 2023

**S.O. 1710.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 48/2017) of the *Indus Tribunal-cum-Labour Court Aurangabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023- IR(B.I)-81]

SALONI, Dy. Director

**ANNEXURE**  
**IN THE COURT OF JUDGE, 1st LABOUR COURT, AURANGABAD.**

(Presided Over by SMT. M.Y. AMRUTKAR)

**Ref-IDA/48/2017**  
( MHLC200009482016)

**Between:**

1. The Branch Manager,  
State Bank of India,  
Branch Roza Baug,  
F Sector, N-12  
Udhav Patil Chowk,  
Himayat Baug, Aurangabad ...First Party No. 01
2. The Assistant General Manager,  
State Bank of India,  
Region 1 Town Center, Aurangabad ...First Party No. 02
3. The Deputy General Manager,  
State Bank of India, Region-1,  
Town Centre, Aurangabad. ...First Party No.03

**AND**

Mohamed Yusuf Mohamed Ibrahim  
Age: 31 Years, Occ: Nil,  
House No 1 1-13-60 Sahara House Roza Baug,  
N-12 Aurangabad ... Second Party

Advocates: Shri. Ruturaj Patil for First Party/Employer  
Shri. G.S. Telangre, for Second Party/Workman

**Claim :-** Reference under Section 2A (2) of the I.D. Act, 1947.

**AWARD**

(Delivered on 05/07/2022)

1. The second party filed present Reference under Section 2A (2) of the Industrial Disputes Act, 1947 for reinstatement in service with continuity and full back-wages w.e.f. 09/03/2017.
2. The brief facts of the case as under:

The second party was working as a Peon/Office Boy on temporary basis from 03/07/1995 till 09/03/2017 with first party. The second party was worked with first party continuously for 240 days in each preceding year. The last drawn wages of the second party was Rs. 1400/- per month for 12 hours, 4 hours over time wages not paid still from joining to oral termination dtd. 09/03/2017 by Mr. Preeti Ingale. The work in which he was engaged has been available all the time, then and even now. In the said circumstance, the first party could not have terminated the second party. While terminating the services the first party failed to comply with notice pay, compensation or any other monetary benefits whatsoever. The termination of the second party by the first party is malafide, illegal, improper, unjustified, and unsustainable and it is in violation of Section 25-F of the Industrial Disputes Act, 1947. The second party prayed for reinstatement in service with full back wages w.e.f. 09/03/2017.

3 The first party filed its Written Statement vide Ex.C-3. The first party contended that the second party was engaged as Safai Karmchhari for the purpose of cleaning toilets for not more than half an hour to one hour daily i.e. not more than 3 to 6 hours per week only in the morning. The Second Party was engaged purely on temporary basis intermittently, without continuity in service, for doing the work cleaning the toilets i.e. scavenger. There was no continuity within intervals by nature of specific work or period of work. It is further denied that the second party was

in employment of the Bank from 03/07/1995 to 09/03/2017. The employment by the Bank is a public appointment and recruitment should be done as per well laid down rules, policies and procedures. The second party has no right to claim regular or permanent public employment. The first party denied that the second party worked with them for 240 days continuously in any calendar year before termination. Therefore, second party is not entitled for reinstatement and there is no question of back-wages. Hence, Reference (IDA) may kindly be answered in negative.

4. After considering the contentions of both parties, my learned Predecessor framed issues vide Ex.O:3. They are reproduced as under along with my findings thereon for the reasons given below.

Sr.No.	Issues	Findings
1	Whether the second party proves that he is a workman u/s. 2 (s) of Industrial Disputes Act, 1947 ?	In affirmative
2	Whether the second party proves that his oral termination dtd. 09/03/2017 is illegal ?	In affirmative
3	Whether the second party/workman is entitled for reinstatement with continuity of service along with full back-wages ?	As per final order.
4	What Award ?	Partly allowed

### Reasons

5. The second party filed evidence affidavit vide Ex.U-8 in lieu of examination-in-chief. The second party examined three witnesses by filing evidence affidavit vide Exh.U-14, Exh.U-15 and U-16. The second party adduced documentary evidence on record vide Ex.U-2. The second party closed his evidence by filing evidence close pursis.

6. The first party filed evidence affidavit vide Ex.C-14 but witness was not present for cross examination hence the evidence of first party was discarded by order dtd.02.09.2021 below Exh.U-1. The first party filed fresh evidence affidavit vide exh.C-21 and closed his evidence by filing evidence closing Pursis vide Exh. C-23.

7. The learned Counsel for the second party argued that the second party worked with first party on temporary basis on consolidated wages. The second party worked with the first party from 3.07.1995 to 09.03.2017 continuously for more than 240 days in each calendar year before the date of termination i.e. 09.03.2017. Therefore, it is binding on first party to follow the condition precedent laid down in sec. 25F of Industrial Disputes Act, 1947.

8. The learned Counsel for the second party relied on following case laws:-

1. *Harjinder Singh Vs. Punjab State Waterhousing Corporation Indian Kanoon* – <http://indiankanoon.org/doc/1613762/>
2. *State of Punjab and Ors Vs. Jagjit Singh and Ors Indian Kanoon* – <http://indiankanoon.org/doc/106416990/>
3. *Satish Wamanrao Lewate V/s. Sarpanch, Gram Panchayat, Shirasgaon (Kasba) and another Indian Kanoon*– <http://indiankanoon.org/doc/123736669/>
4. *Maharashtra State Road Transport Corporation & Anr. V/s. Casteribe Raqjya P. Karmchari Sanghtana Indian Kanoon*– <http://indiankanoon.org/doc/88198281/>

9. The learned Counsel for the first party argued that the second party was engaged as a daily wager and his appointment was not against any vacant post. The second party never worked with the first party from 3.07.1995 to 09.03.2017 continuously for more than 240 days in any calendar year. There is no question of termination and there is no violation of Section 25-F of the Industrial Disputes Act, 1947.

10. The learned Counsel for the first party relied on following case laws

1. *2021 LLR 920 (SC) in case of Ranbir Singh vs. Executive Eng. P.W.D.*
2. *2021 LLR 924 (Bom.H.C.) in case of Hemant Babruvahan Parchake Vs. Social Welfare Officer, Somalwar Bhavan Nagpur & Ors.*
3. *2019 (2) Bom.LC 346 (Bom) in case of Noor Mohamad Khan Gul Mohamad Khan Versus State of Maharashtra and others.*
4. *2010 (8) LJSoft 127 State of Maharashtra through the Dean, Government Medical College and Hospital, Latur Vs. Girish Shankarrao Mamade & Ors.*

5. 2021 (1) Bom.LC 692 (Bom) in case of Hemant Babruvahan Parchake Vs. Social Welfare Officer, Somalwar Bhavan,

As to issue no. 01:

11. The first party pleaded that the second party was not come under the definition of 'workman' within the meaning of section 2 (s) of the Industrial Disputes Act, 1947. The first party further pleaded that second party was working with them on temporary workman. As per Industrial Employment (Standing Orders) Act 1946, the workman shall classified as (a) Permanent workman (b) Probationer (c) Badlies or substitutes (d) Temporary workman (e) Casual workman (f) Apprentices. Admittedly, the second party was working with first party on temporary workman. Therefore, I have no hesitation to come to the conclusion that the second party was come under the definition within the meaning of section 2 (s) of the Industrial Disputes Act, 1947. Therefore, I answer Issue no. 01 in affirmative.

As to issues No. 02 & 03.

12. It is not disputed that second party worked with first party on temporary basis on consolidated wages. It is the case of second party that he worked with the first party from 3.07.1995 to 09.03.2017. The second party filed bulky documents in support of his case. The document vide Exh. U-23 which was admitted by first party clearly shows that the second party worked with first party since from 01.06.1995. The second party filed letters which shows that the first party appointed second party on consolidated wages and issued a letter from time to time in that respect viz. letter dtd 7.4.2014 at page no.71 vide Exh.U-27 which shows that the second party was appointed on consolidated wages. The second party filed the bank statements before the court which shows that the second party received consolidated wages from first party in each month. The bank statements at page no.209 vide Exh U-29 clearly indicates that second party received an amount of Rs.1440 towards consolidated wages till Jan 2015. It is not disputed that the second party worked with first party till January 2015. The second party filed an application for production of document vide Exh.U-6 and demanded attendance register, wage record and bonus register for the period July 1995 to 8.3.2017 and the letters in regards to permanency of second party sent by manager to head office. The application was allowed by order dtd.15.2.2018. However, the first party has not filed any document before the court. Therefore, this court has drawn an adverse inference. The second party deposed on oath that he worked with first part from 03.07.1995 to 09.03.2017. The oral evidence with corroborative evidence were gone unchallenged. The first party did not put any suggestion to second party in cross examination in regards to length of services. The first party examined Branch manager who deposed in his cross examination that he did not know what happened during 1995 to 2017. It is crystal clear that the second party worked with first party from 1995 to 2017 continuously for more than 240 days in each calendar year before the date of termination i.e. 09.03.2017. Therefore, it is binding on first party to follow the condition precedent laid down in sec. 25F of Industrial Disputes Act, 1947.

13. I have considered the submissions made on behalf of both the sides and carefully perused the record. Before advertng to discuss the rival contentions and the law laid down on the issue, it would be apposite to reproduce Section 25-F of I.D.Act, which reads thus:

*"25-F. Conditions precedent to retrenchment of workmen- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*

*(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*

*(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*

*(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."*

14. The term 'retrenchment' is defined under Section 2 (oo) of the I.D.Act, which reads thus :

*"2(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include -*

*(a) voluntary retirement of the workman; or*

*(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or (bb) termination of the service of the workman as a result of the non renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or*

*(c) termination of the service of a workman on the ground of continued ill-health;"*

15. It is not disputed that the second party was engaged as a daily wager and his appointment was not against any vacant post. In his cross examination the second party admitted that he was appointed on temporary basis without issuing any appointment letter or advertisement or interview. It is also settled law that court has not given direction to



create a post against vacant post. It is thus clear that such a termination fits in the definition of retrenchment in terms of section 2(00) of the Industrial Disputes Act and retrenchment was ordered without complying with conditions in terms of section 25-F of the Industrial Disputes Act, 1947 sub clause (a) and (b). The second party neither issued one month advance notice nor paid one month salary in lieu thereof. It is pertinent to note that no amount was paid to the second party as a compensation. Now question before this Court is whether his termination in absence of compliance of the mandatory conditions (a), and (b) of Section 25-F of the I.D. Act is illegal warranting his reinstatement ? Considering the recent judicial pronouncement of Hon'ble Apex Court the answered to this question would be clear "No". The Hon'ble Apex Court in Catina of decisions have clearly laid down that although, an order of retrenchment passed in violation of Section 25-F of the I.D. Act, may be set aside, the award of reinstatement should not be ordinarily passed especially in the case of a daily wage, who does not hold a post as a permanent employee.

16. In case of Bharat Sanchar Nigam Ltd., v. Man Singh (2012) 1 SCC 558 and Assistant Engineer, Rajasthan Development Corporation v. Gitam Singh [2013 (5) MHLJ 11].

It is held that the second party engaged as 'daily wagers' and they had merely worked for more than 240 days, hence, the relief of reinstatement cannot be said to be justified and instead monetary compensation would meet the ends of justice.

17 It is clear that ordinarily principle of grant of reinstatement with full back wages, when termination is found to be illegal is not applied automatically in all cases while that may be a position where service of regular permanent workman are terminated illegally and by way of victimization unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatory requirement under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily wage basis and even after he is reinstated, he has no right to seek regularization as held in case, State of Karnataka vs. Uma Devi (2006) 4 SCC 1. Thus when he cannot claim regularization and he has no right to continue even as a daily wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself in as much as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.

18. Now, with regard to quantum of compensation the second party was engaged as a daily wager from 03/07/1995 till the date of termination i.e. 09/03/2017. He worked for 22 years with first party. The second party has not pleaded but deposed on oath that he is not gainfully employed during pending of proceeding. Hence, first party is liable to pay lump-sum Rs.2,00,000/- (Rupees two Lac only) to the second party as a retrenchment compensation and back-wages. It would meet the ends of justice. Hence, I answered issue no. 2 in partly affirmative, issue no. 03 in partly affirmative and to answer issue no. 4 proceed to pass following Award.

#### AWARD

- 1) The Reference is answered partly affirmative.
- 2) The second party is entitled to get Rs. 2,00,000/- lump-sum from first party towards retrenchment compensation and back- wages within period of two month from today failing which same shall carry interest @ 9% p.a. from the date of Judgment.
- 3) No order as to costs.
- 4) The copy of the Award be sent to the Appropriate Government for its publication.

M.Y.AMRUTKAR, Presiding Officer & Judge

Dtd. 05/07/2022

Argued on : 30/06/2022

Judgment dictated on : 05/07/2022

Judgment transcribed on : 05/07/2022

Judgment checked &

signed on : 05/07/2022



नई दिल्ली, 18 अक्टूबर, 2023

**का.आ. 1711.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 6/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/10/2023 को प्राप्त हुआ था।

[सं. एल-22012/140/2016-आई.आर. (सी.एम-II)]

मणिकंदन एन., उप निदेशक

New Delhi, the 18th October, 2023

**S.O. 1711.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 6/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.L.** and their workmen, received by the Central Government on **07/10/2023**

[No. L-22012/140/2016 – IR (CM-II)]

MANIKANDAN. N., Dy. Director

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT, HYDERABAD****Present: - Sri IRFAN QAMAR****Presiding Officer**Dated the 16<sup>th</sup> day of August, 2023**INDUSTRIAL DISPUTE No. 6/2019****Between:**

Sri Ulli Mogili,

Region Secretary,

Singareni collieries Employees Union (CITU),

Qtr.No.D-9, Shramika Bhavan, Main Chowrasta,

Shivaji Nagar, Godavarikhani

Karimnagar – 505209.

.....Petitioner

AND

The General Manager,

M/s. Singareni Collieries Company Ltd.,

Ramagundam-II Area, GDK-8 Inc., Colony(P.O.)

Karimangar (TS) – 505211.

... Respondent

**Appearances:**

For the Petitioner : M/s. Geeta &amp; K. Sankara Rao, Advocates

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

**AWARD**

The Government of India, Ministry of Labour by its order No.L-22012/ 140/2016-IR(CM-II) dated 8.8.2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,

**SCHEDULE**

“Whether the action of the General manager M/s. Singareni Collieries Company Ltd., Ramagundam-II Area, GDK-8 INC., Colony, Karimnagar Dist., for deduction of salaries of Shri S. Venkateswarlu and Shri P. Gnana Prakasham, B-Grade E.P. Operators in OCP-III, RG.II Area, on expressing unwillingness for participating change of job training, is fair, legal and justified? If not, what relief the both applicants i.e., Shri S. Venkateswarlu and Shri P. Gnana Prakasham are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 6/2019 and notices were issued to the parties concerned and the Petitioner entered appearance.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that vakalath for Petitioner was filed on 23.9.2019 and no representation is made since then. It seems that Petitioner is not interested to pursue his case. In spite of providing sufficient opportunity, Petitioner did not choose to file claim statement. In view of non-submission of claim statement and non-appearance of Petitioner, a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 16<sup>th</sup> day of August, 2023.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 18 अक्टूबर, 2023

**का.आ. 1712.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 65/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/10/2023 को प्राप्त हुआ था।

[सं. एल-22012/11/2018-आई.आर. (सी.एम-II)]

मणिकंदन एन., उप निदेशक

New Delhi, the 18th October, 2023

**S.O. 1712.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID. No. 65/2018) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.L.** and their workmen, received by the Central Government on **07/10/2023**.

[No. L-22012/11/2018 – IR (CM-II)]

MANIKANDAN N., Dy. Director

**ANNEXURE**  
**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT**  
**HYDERABAD**

**Present: - Sri IRFAN QAMAR**

**Presiding Officer**

Dated the 16<sup>th</sup> day of August, 2023

**INDUSTRIAL DISPUTE No. 65/2018**

**Between:**

The Secretary, (K. Devaiah)

Godavariloya Boggugani Karmika Sangham (IFTU),

H.No.11-25, RK-6 Huts Area,

Sreerampur – 504303.

Mancherla Dist.(TS)

.....Petitioner

AND

The General Manager,

M/s. Singareni Collieries Company Ltd.,

Mandamarri Area, Mandamarri-504231.

... Respondent

**Appearances:**

For the Petitioner : None

For the Respondent: Representative

**AWARD**

The Government of India, Ministry of Labour by its order No.L-22012/ 11/2018-IR(CM-II) dated 3.4.2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,

**SCHEDULE**

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Sreerampur Area in denying the payment of suspension wages (Subsistence Allowance) for the suspension period of 10 days from 5.3.2011 in respect of Sri Meenugu Rayamallu, Coal Filler, SRP 3 & 3A Inc., Sreerampur Area is justified or not? If not, to what other relief the worker is entitled?”

The reference is numbered in this Tribunal as I.D. No. 65/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for appearance. Respondent representative present. Record reveals that Petitioner is not appearing in this case since 2018 inspite of service of notice. It seems that Petitioner is not interested to pursue his case. Inspite of providing sufficient opportunity, no representation was made on behalf of the Petitioner. Hence, a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 16<sup>th</sup> day of August, 2023.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 18 अक्टूबर, 2023

**का.आ. 1713.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, हैदराबाद** के पंचाट (पहचान संख्या 48/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/10/2023 को प्राप्त हुआ था।

[सं. एल-22013/01/2023-आई.आर. (सी.एम-II)]

मणिकंदन एन., उप निदेशक

New Delhi, the 18th October, 2023

**S.O. 1713.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 48/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.L.** and their workmen, received by the Central Government on **07/10/2023**.

[No. L-22013/01/2023 – IR (CM-II)]

MANIKANDAN N., Dy. Director

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

**Present: - Sri IRFAN QAMAR**

**Presiding Officer**

Dated the 10<sup>th</sup> day of July, 2023

**INDUSTRIAL DISPUTE LC No. 48/2018**

#### Between:

Sri Viswanathpalli Gopalakrishna,

S/o Sri Narayana Murthy,

R/o Q.No.C2/14/B, CISF Colony,

Post: Kalyankhani, Mandamarri.

Dist: Mancherial – 504231.

.....Petitioner

AND

1. Managing Director,  
M/s. Singareni Collieries Company Ltd.,  
Regd. Office: Bhadrachalam Raod,  
Kothagudem – 507101.

2. The General Manager,  
M/s. Singareni Collieries Company Ltd.,  
Mandamarri Area, Mandamarri  
Dist: Mancherial.

3. The Collieries Manager,  
M/s. Singareni Collieries Company Ltd.,  
KK 5 Incline, Kalyankhani  
Mandamarri, Dist: Mancherial.

... Respondents

**Appearances:**

For the Petitioner : Sri M.S.R. Murthy, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

**AWARD**

Sri Viswanathpalli Gopalakrishna who worked as Senior Mining Sirdar (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. Respondent filed counter.

3. Despite sufficient number of opportunities have been provided to him Petitioner is not putting his presence since 2020. It thus becomes crystal clear that the petitioner seems to be not interested in pursuing his case and as such Petitioner's case is dismissed as not pressed. As such, a 'No Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 10<sup>th</sup> day of July, 2023.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 18 अक्टूबर, 2023

**का.आ. 1714.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 43/2011)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **07/10/2023** को प्राप्त हुआ था।

[सं. एल-22012/100/2011-आई.आर. (सी.एम-II)]

मणिकंदन एन., उप निदेशक

New Delhi, the 18th October, 2023

**S.O. 1714.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 43/2011**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.L.** and their workmen, received by the Central Government on **07/10/2023**.

[No. L-22012/100/2011-IR (CM-II)]

MANIKANDAN N., Dy. Director

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: **Sri IRFAN QAMAR**  
**Presiding Officer**

Dated the 11<sup>th</sup> day of July, 2023

**INDUSTRIAL DISPUTE No. 43/2011****Between:**

The President, (Shri I. Krishna),  
Godavriloya Boggu Ghani Karmika Santh  
(IFCW & IFTU), Qr. No.D-576,

Gandhinagar, Godavarikhani – 508209.

..... Petitioner Union

AND

The General Manager,

M/s. Singareni Collieries Company Ltd.,

RG-I Area, Godavarikhani,

Karimnagar (AP) – 505209.

.... Respondent

**Appearances:**

For the Petitioner Union : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

**AWARD**

The Government of India, Ministry of Labour by its order No. L- 22012/100/2011-IR(CM-II) dated 8.8.2011 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,

**SCHEDULE**

“Whether the action of the General Manager, M/s Singareni Collieries Company Limited, RG-I Division, Godavarikhani in deducting HRA and 1% of the basic pay towards electricity charges w.e.f. 2000 from the salary of Shri Erugurala Rajaiah, SMC Khalasi of GDK-2 Incline, Ramagundam-I Division, is justified? To what relief the workman concerned is entitled to”.

The reference is numbered in this Tribunal as I.D. No. 43/2011 and notices were issued to the parties concerned.

**2. The averments made in the claim statement are as follows:**

It is submitted that the management of Singareni Collieries Company Ltd., has been constructing residential quarters to its workers by way of welfare measure and also supplying electricity and water on behalf of the company, to those quarters. Till some time back, the supply of electricity to the quarters constructed by the Singareni Collieries Company Ltd., used to be without any charge. However, recently, one per cent of basic pay towards electricity charges is being collected from the workman, who have been staying in the residential quarters constructed by the company. It is submitted that many employees have constructed own houses with their own funds by obtaining permission from Ramagundam municipality. Similarly, the concerned workman also constructed a house with his own funds by obtaining permission from Ramagundam municipality whose house No. is 6-3-78, power house colony, Godavarikhani. The power connection to the said house was also being given by the Northern Power Distribution Company of AP Limited regularly. It is further submitted that, the Government of AP has decided to regularize the small pieces of lands, wherein individuals have constructed houses on the government land in Ramagundam urban area. In this regard, it is pertinent to mention that the concerned workman has also constructed a small house in 78 sq. yards of government land with the permission of municipality. The said house was numbered as 6-3-78 of Ramagundam municipality, Karimnagar district. Consequently, the Government of AP has taken a conscious decision to regularize all those pieces of plots on the names of individuals, who have constructed houses in government lands. Accordingly, the Tahsildar, Ramagundam mandal has issued a patta certificate in favour of the concerned workman dated 6.2.2009 allotting 78 sq. yards of land with alienable rights in door No./plot No. 6-3-78, Power house colony locality of Ramagundam municipality. It is submitted that, whenever an employee has not been

allotted residential quarter and he has been staying either in his own house or any other house, such of those employees would be paid HRA by the Singareni Collieries Company Ltd.. Further, those who have been getting power supply from the company are being deducted one per cent of the basic pay towards electricity charges. But in the instant case, neither the company has provided any residential accommodation to the concerned workman nor the electricity supply is being given to the house constructed by the concerned workman in the government land. Therefore, the concerned workman is entitled for payment of HRA along with other workmen and electricity charges @ 1% of his basic pay cannot be recovered from his salary. The concerned workman has applied for electricity connection to his home No.6-3-78, Power House Colony, to the AP NPDCL. Accordingly, AP NPDCL has given electricity connection to his home and he has been paying electricity charges regularly to the AP NPDCL. However, to his utter shock and disappointment, the company has been recovering 1% of basic pay towards electricity charges from 2000 onwards and the concerned workman is not being paid HRA on par with other employees. Such an action on the part of the respondents is wholly unjustifiable and illegal in nature. Then, the concerned workman has approached the respondents on several occasions not only for payment of HRA but also not to deduct electricity charges from his pay. Unfortunately, despite his repeated approaches, nothing resulted positively. Consequently, the issue was taken up by the petitioner union but in vain. In those circumstances, a dispute was raised before the conciliation officer which ended in failure, as a result of which the present reference is made. The action of the respondent in not paying the HRA to the concerned workman and deducting 1% of basic pay towards the Electricity charges is wholly illegal and untenable. It is to humbly submit that the concerned workman is entitled for payment of HRA on par with other employees as he has constructed the house with his own funds. Similarly, the electricity charges (@ 1% is not liable to be recovered from his pay as the concerned workman has obtained electricity connection and getting the power from AP NPDCL by paying the necessary charges. It is therefore prayed to direct the respondents to pay HRA to the concerned workman on par with his colleagues from the date when it was stopped and also refund the 1% of his basic pay being collected towards electricity charges w.e.f. 2000 and not to collect any such amount in future.

3. **Respondent filed counter denying the averments of the Petitioner Union as under:**

It is submitted that the Workman has not come before this Hon'ble Tribunal with clean hands to seek justice. The concerned workman along with 16 others has already approached the Hon'ble Court of the Senior Civil Judge, at Peddapalli, in OS No.59 of 2001. The Hon'ble Senior Civil Judge, Peddapalli, after hearing at length arguments on both sides, dismissed the suit vide Judgment dated 13.07.2010. The Workman without disclosing the above fact has approached this Hon'ble Tribunal. It is submitted that the concerned workman has illegally occupied a Barrack of the Respondent Company and later constructed some rooms altering the barracks located at Power House Colony. The management after receiving information about the illegal occupation of Company's property by the concerned workman, stopped the payment of his House Rent Allowance (HRA), and effected recovery of electrical charges @ 1% on basic pay. The Petitioner Union raised the conciliation proceedings before ALC(C), Ramagundam, questioning the deduction of HRA and also one percent of electricity charges from the salary of the concerned workman which ended in failure, and hence, this dispute. It is apparently clear that there is an abnormal delay of about 10 years in raising the dispute by the Workman, therefore the petition is liable to be dismissed on the ground of delay and laches. It is submitted that Sri Irugurala Rajaih, was initially appointed in the Company on 07.03.1983 as Badli filler and posted to work at Gdk.No.2 Incline, and was later promoted as Sand Mixing Cone Operator with effect from 07.12.1992. It is submitted that the Company makes the allotment of quarters to its employees, based on their seniority and guidelines formulated for allotment of quarters in all the Areas. While it is so, the Company temporarily constructed 24 Barracks in the Company's land at Power House Colony for the purpose of residential accommodation to the employees. Sri Irugurala Rajaiah occupied a Barrack illegally and later constructed some rooms altering the barrack at Power House Colony, Godavarikhani. The Management initiated proceedings against the concerned workman who have occupied the Company's land illegally, under the provisions of Section 2 (d) of the A.P.Public Premises (Eviction of Unauthorized Occupants) Act, 1968. It is further submitted that the concerned workman along with 16 others who have also occupied Company's land illegally filed a suit in OS No.59 of 2001, before the Hon'ble Senior Civil Judge, at Peddapalli for perpetual injunction, restraining the Company and its agents from interfering with the possession of the plaintiffs over the suit schedule houses. The defendant Company specifically denied the ownership of the plaintiffs over the suit schedule property. It was averred that the Company had purchased the suit land in Sy.No.726 of Jangaon Village through Registered Sale Deeds No.48/71 and 49/71 on 03.01.1971 and constructed 24 temporary barracks with company's water supply, power and sanitation lines. The defendant Company also averred that it is paying Property Tax for the said barracks since 1975 to the then Gram Panchayath and to the present Ramagundam Municipality till date. The plaintiffs obtained ownership certificates and tax receipts behind the back of the defendant Company which are illegal. It is submitted that the Hon'ble Court after hearing arguments on both sides declared that it is settled principle of law that no injunction can be granted against a true owner, and held that the defendant is the owner of the suit schedule property. The Hon'ble Court held that the plaintiffs must prove their ownership over the suit schedule property to claim the injunction against the defendant, but failed to do so. Hence, the plaintiffs are not entitled for perpetual injunction against the defendant Company who is a true owner. The Hon'ble Court finally dismissed the suit in OS No.59 of 2001 vide its Judgment dated 13.07.2010. It is further submitted that the Company temporarily constructed 24 Barracks in the Company's land at Power House Colony for



the purpose of residential accommodation to the employees. Sri Irugurala Rajaiah illegally occupied a Barrack and later constructed some rooms altering the said barrack at Power House Colony, Godavarikhani. When this fact was noticed during the inspection by the Company authorities, the payment of House Rent Allowance of the concerned workman was stopped and recovery of electrical charges @ 1% on basic pay has been affected, besides initiating proceedings against the concerned workman under A.P. Public Premises (Eviction of Unauthorised Occupation) Act, 1968. As such, the allegation of the Petitioner Union that the HRA and 1% electricity charges were deducted illegally from the salary of the concerned workman is devoid of any truth or substance, hence denied. It is submitted that the Hon'ble Court also noticed that there is no mention of survey number in patta certificates, and no notice was given to the defendant Company who are the owner of the land. The Hon'ble Court dismissed the suit declaring that the plaintiffs are not entitled for perpetual injunction against the defendant Company, who are the true owner of the property. As such, the allegations of the Petitioner Union that the concerned workman has constructed a house No.6-3-78 after obtaining permission from Ramagundam municipality, and that the Tahsildar, Ramagundam Mandal has issued a patta certificate in favour of the concerned workman is not maintainable in law. As per the rules of the Company, workman who are not allotted Company Quarters for residential accommodation are entitled for payment of House Rent Allowance. Further, @ electrical charges 1% of basic pay will be recovered from the salary of the workman who is residing in Company quarter. The quarters are allotted to the workman by the committee, based on the seniority of the workman and quarter allotment guidelines of the Company. The concerned workman was not allotted Company quarter, but illegally occupied a Barrack at power house colony. As such, the allegations of the Petitioner Union that the concerned workman is not being paid HRA, and 1% of basic pay are recovered illegally from him towards electrical charge is not tenable. It is submitted that the Hon'ble Court dismissed the suit in OS No. 59 of 2001 vide its judgement dated 13.07.2010 declaring that, as the plaintiffs failed to prove their ownership over the suit schedule property, they are not entitled for perpetual injunction against the defendant Company who is a true owner. In the said judgement the Hon'ble Senior Civil Judge, Peddapalli reiterated that the concerned workman has occupied Company's Barrack illegally and constructed House in Company's land. Therefore, the concerned workman is not entitled for payment of HRA, and refund of 1% electrical charges which were recovered from him as per the rules of the Company, as he has occupied the Barrack and constructed a house illegally in the Company's land. As such, the allegations of the Petitioner Union that the action of the respondent in not paying the HRA to the concerned workman, and deducting 1% of basic pay towards electricity charges is not correct. In view of the facts and circumstances stated above, it is prayed that the claim petition be dismissed as devoid of merits.

4. Heard arguments of Learned Counsels for both the parties as well as perused written arguments of Respondent.

5. **On the basis of pleadings of both the parties, following issues emerge for determination:-**

I. Whether the action of the action of the General Manager, M/s Singareni Collieries Company Limited, RG-I Division, Godavarikhani in deducting HRA and one percent of the basic pay towards the electricity charges w.e.f. 2000 from the salary of Shri Erugurala Rajaiah, SMC Khalasi of GDK-2 Incline, Ramagundam-I Division, is justified?

II. To what relief the Workman is entitled?

#### **FINDINGS:-**

6. **Point No.I:** The Petitioner claims that the Management of M/s. Singareni Collieries Company Ltd., has been constructing residential quarters to its' workers by way of welfare measure and also supplying electricity and water on behalf of the company, to those quarters. Till some time back, the supply of electricity to the quarters constructed by the Singareni Collieries Company Ltd., used to be without any charge. The workman also constructed a house with his own funds by obtaining permission from Ramagundam municipality whose house No. is 6-3-78, power house colony, Godavarikhani. The power connection to the said house was also being given by the Northern Power Distribution Company of AP Limited regularly. The Government of AP has decided to regularize the small pieces of lands, wherein individuals have constructed houses on the government land in Ramagundam urban area. The workman has also constructed a small house in 78 sq. yards of government land with the permission of municipality. The said house was numbered as 6-3-78 of Ramagundam municipality, Karimnagar district. Consequently, the Government of AP has taken a conscious decision to regularize all those pieces of plots on the names of individuals, who have constructed houses in government lands. Accordingly, the Tahsildar, Ramagundam mandal has issued a patta certificate in favour of the concerned workman dated 6.2.2009 allotting 78 sq. yards of land with alienable rights in plot No. 6-3-78, Power house colony locality of Ramagundam municipality. Therefore, the claim of the Petitioner is neither the company has provided any residential accommodation to the concerned workman nor the electricity supply is being given to the house constructed by the concerned workman in the government land. Therefore, the concerned workman is entitled for payment of HRA along with other workmen and electricity charges @ 1% of his basic pay cannot be recovered from his salary. The concerned workman has applied for electricity connection to his home No.6-3-78, Power House Colony, to the AP NPDCL. Accordingly, AP NPDCL has given electricity connection to his home and he has been paying electricity charges regularly to the AP NPDCL. However, to his utter shock and disappointment, the company has been recovering 1% of basic pay towards electricity

charges from the year 2000 onwards and the concerned workman is not being paid HRA on par with other employees. Such an action on the part of the respondents is unjustifiable and illegal.

7. On the other hand, the Respondent has submitted that the workman has not come before this Hon'ble Tribunal with clean hands to seek justice. The concerned workman along with 16 others has already approached the Hon'ble Court of the Senior Civil Judge, at Peddapalli, in OS No.59 of 2001. The Court of Senior Civil Judge, Peddapalli, after hearing at length arguments on both sides, dismissed the suit vide judgment dated 13.07.2010. The workman without disclosing the above fact has approached this Tribunal. It is submitted that the concerned workman has illegally occupied a Barrack of the Respondent Company and later constructed some rooms altering the barracks located at Power House Colony. The management after receiving information about the illegal occupation of Company's property by the concerned workman, stopped the payment of his House Rent Allowance (HRA), and effected recovery of electrical charges @ 1% on basic pay. The Petitioner Union raised the conciliation proceedings before ALC(C), Ramagundam, questioning the deduction of HRA and also one per cent of electricity charges from the salary of the concerned Workman which ended in failure, and the case was referred to this Tribunal vide order No. L-22012/100/2011-IR.CM.II dated.08.08.2011. It is apparently clear that there is an abnormal delay of about 10 years in raising the dispute by the Petitioner Union; therefore the petition is liable to be dismissed on the ground of delay and laches. It is prayed that this Hon'ble Tribunal may be pleased to decide the delay in raising the dispute as a preliminary issue. It is submitted that the Company makes the allotment of quarters to its employees, based on their seniority and guidelines formulated for allotment of quarters in all the Areas. The Company temporarily constructed 24 Barracks in the Company's land at Power House Colony for the purpose of residential accommodation to the employees. Sri Irugurala Rajaiah occupied a Barrack illegally and later constructed some rooms altering the barrack at Power House Colony, Godavarikhani. The Management initiated proceedings against the concerned workman who have occupied the Company's land illegally, under the provisions of Section 2 (d) of the A.P. Public Premises (Eviction of Unauthorized Occupants) Act, 1968. It is also submitted that the concerned workman along with 16 others who have also occupied Company's land illegally filed a suit in OS No.59 of 2001, before the Hon'ble Senior Civil Judge, at Peddapalli for perpetual injunction, restraining the Company and its agents from interfering with the possession of the plaintiffs over the suit schedule houses. It is submitted that the Hon'ble Court after hearing arguments on both sides declared that it is settled principle of law that no injunction can be granted against a true owner, and held that the defendant is the owner of the suit scheduled property and the Court finally dismissed the suit vide its judgement dated 13.7.2010. It is also submitted that as per rules of the Company, workmen who are not allotted Company Quarters for residential accommodation are entitled for payment of House Rent Allowance and further, electrical charges @1% of basic pay will be recovered from the salary of the workman who is residing in Company quarter. The quarters are allotted to the workman by the committee, based on the seniority of the workman and quarter allotment guidelines of the Company. The concerned workman was not allotted Company quarter, but illegally occupied a Barrack at power house colony. The allegations of the petitioner that the concerned workman is not being paid HRA, and 1% of basic pay are recovered illegally from him towards electrical charge is not tenable.

9. In support of his claim Petitioner has submitted the document i.e., photocopy of Patta certificate and certificate from Ramagundam Municipal Corporation and photocopy of the electricity receipts and Property Tax receipts. But all these papers are not relevant to prove ownership of the land on which Petitioner claimed to constructed house.

10. On the other hand Respondent has filed the copy of the judgement passed by Court of the Senior Civil Judge at Peddapalli in the original suit No.59/2001.

11. From the perusal of the judgement in Original Suit No.59/2001, it manifests that the workman Sri E. Rajaiah along with other workmen had filed the suit for perpetual injunction against General Manager, M/s. Singareni Collieries Company Ltd.. But the court of Senior Civil Judge vide judgement dated 13.7.2010 held that the right and title of the plaintiff over the suit scheduled property is not proved and therefore, they can not be said to be owners of this house. Therefore, the Petitioners' suit for perpetual injunction was dismissed for the want of proof of ownership of the suit property with costs vide judgement dated 13.7.2010. Therefore, the claim of the Petitioner that he is the owner of the house has been decided by the competent court of jurisdiction. The judgement passed by the court of Senior Civil Judge, in the case of original Suit No.59/2001 operates as a res judicata against the Petitioner. Sec.11 of CPC provides, the principle of res judicata that any matter between the same parties has been decided finally by the competent court of jurisdiction will operate as res judicata between the parties. Similarly, in the present matter when the question of ownership of the house has been decided by the competent court of jurisdiction vide judgement dated 13.7.2010 in OS No.59/2001, then, Petitioner /workman can not agitate the same question in the present matter. More over Petitioner has filed this claim petition concealing the fact of OS No.59/2001 filed by him in the court of Senior Civil Judge, Peddapalli for injunction and decision of the suit vide judgement of 13.7.2010 wherein the court of Senior Civil Judge, Peddapalli has rejected the claim of the Petitioner regarding ownership of the land and house as he claims to be owner of that house. Further he also concealed the fact that the Respondent Management has initiated action against the Petitioner under provision of Sec.2(d) off the A.P. Public Premises (Eviction off Unauthorized Occupants) Act, 1968 regarding the house which the Petitioner has occupied illegally. Petitioner also concealed the fact of initiation of aforesaid proceedings against him. It is settled law that a person who seeks equity

must come with clean hands. He who comes to the court with false claim or who suppresses material facts can not plea equity nor would the court be justified to exercise jurisdiction in his favour. A person who seek equity must act in a fair and equitable manner. Equity jurisdiction can not be exercised in a case based on false claim or when relief is sought to be obtained by practicing fraud. No sympathy and equity will be considered and come to the rescue of such workman. Therefore, in view of above settled law in the present matter workman also is guilty of suppressing the material facts.

12. On the other hand, Respondent has categorically stated that the company temporarily constructed 24 barracks at Power House colony for the purpose of residential accommodation to these employees and the workman Sri E. Rajaiah occupied barracks illegally at Power House Colony and the Management initiated action against the Petitioner under the provisions of section 2(d) of the A.P. Public Premises (Eviction of Unauthorized Occupants) Act, 1968. The aforesaid contention of the Respondent has not been controverted by the Petitioner by filing rejoinder or any cogent evidence. Thus, the above contention of the Respondent remained uncontraverted. Further Respondent has also filed company's circular dated 28.9.2004 which pertains to the reimbursement of the cost of power consumed by the workman residing in their own houses in colliery areas as discussed above. The workman in this case does not reside in his own house, but has illegally occupied the barrack constructed by the Respondent. Since the Petitioner is not residing in his own house as he claims, therefore, he is not entitled for HRA and also liable for deduction of one percent of basic for electricity charges as the electricity in the barracks supplied by the company's Management. Therefore, the workmen who reside in the residential accommodation of the company has to pay 1% of the basic pay towards the electricity charges and they are not entitled for HRA. Therefore, action of the General Manager, M/s. Singareni Collieries Company Ltd., RG-I Division, Godavarikhani in deducting HRA and one percent of the basic pay towards the electricity charges w.e.f. 2000 from the salary of Shri Erugurala Rajaiah, SMC Khalasi of GDK-2 Incline, Ramagundam-I Division, is justified.

Thus, Point No.1 is decided accordingly.

14. **Point No.II:** In view of the finding given in Point No.I, it is held that the workman is not entitled to any relief and this petition is found to be devoid of merit and hence, liable to be dismissed.

Thus, Point No.II is decided accordingly.

#### **Result:**

The action of the General Manager, M/s Singareni Collieries Company Limited, RG-I Division, Godavarikhani in deducting HRA and one percent of the basic pay towards electricity charges w.e.f. 2000 from the salary of Shri Erugurala Rajaiah, SMC Khalasi of GDK-2 Incline, Ramagundam-I Division, is justified. The workman is not entitled to any relief as prayed for. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictate to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 11<sup>th</sup> day of July, 2023.

IRFAN QAMAR, Presiding Officer

#### **Appendix of evidence**

Witnesses examined for the  
Workman  
NIL

Witnesses examined for the  
Respondent  
NIL

#### **Documents marked for the Petitioner Union**

NIL

#### **Documents marked for the Respondent**

NIL

नई दिल्ली, 18 अक्टूबर, 2023

का.आ. 1715.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इंडियन कॉपर कॉम्प्लेक्स/हिंदुस्तान कॉपर लिमिटेड प्रबंधन के संबद्ध नियोजकों और मुसाबनी माइंस लेबर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, धनबाद, पंचाट (रिफरेन्स नं.-24/2007) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.10.2023 को प्राप्त हुआ था।

[सं. एल-43011/3/2006-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th October, 2023

**S.O. 1715.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 24/2007**) of the **Central Government Industrial Tribunal cum Labour Court-2, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Copper Complex/Hindustan Copper Ltd. and Mosabani Mines Labour Union** which was received along with soft copy of the award by the Central Government on 18.10.2023.

[No. L-43011/3/2006-IR(M)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.**

#### PRESENT

Dr.S.K.Thakur,

Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947.

#### REFERENCE NO 24 OF 2007.

**PARTIES:** : The President,  
Mosabani Mines Labour Union,  
PO: Mosabani (Singhbhum (E) .  
Singhbhum -291183  
**Vs.**  
The General Manager,  
M/s Indian Copper Complex/Hindustan Copper Ltd.,  
PO: Ghatshila, Singhbhum (West)

**Order No. L-43011/3/2006-IR(M) dt.10.05.2007**

#### **APPEARANCES :**

On behalf of the workman/Union : : Mr.D.Mukherjee Ld .Advocate .  
On behalf of the Management : : Mr.D.K.Verma, Ld. Advocate

**State :** **Jharkhand** **Industry :** **Mines**  
**Dated, Dhanbad, the 28<sup>th</sup> August, 2023**

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-43011/3/2006-IR(M) dt.10.05.2007**

#### SCHEDULE

“Whether the action of the Management of HCL/ICC (a) depriving S/o Sri Purno Ch. Bhakat and 16 others workmen (as per Annexure) of VRS/Gratuity benefits of 2<sup>nd</sup> Proviso of Option No. 1 of the VRS Scheme of HCL/ICC by way of not treating to period of training (2 years) and (b) giving the workmen VRS/Gratuity benefits of option No. 2 instead of option No. 1 (2<sup>nd</sup> Proviso) as applied by them are justified? If not, to what relief the concerned workmen are entitled”.

Sl No.	Name of the workman	Date of Employment
1.	P.C.Bhakat	18.10.76
2.	A.K.Mahato	17.07.76
3.	A.B.Khan	29.09.83

4.	Chinmya Paul	27.05.83
5.	J.M.Majumdar	21.05.76
6.	A.K.Sain	15.06.76
7.	K.K.Mandal	25.08.77
8.	S.P.Sarkar	08.07.76
9.	M.K.Chowdhury	28.10.80
10.	S.Bhakat	18.10.76
11.	P.N.Tudu	29.09.83
12.	Karunamay Karmakar	11.04.77
13.	Mansing Kisku	02.02.84
14.	K.C.Lohar	29.09.83
15.	D.K.Patra	29.09.83
16.	A.K.Singh	29.09.83
17.	B.K.Shil	01.01.80

2 On receipt of the **Order No. L-43011/3/2006-IR (M) dt.10.05.2007** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 24 of 2007 on 22.02.2016 and accordingly an order to that effect was passed to issue notices through the Registered Post to the parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Post were sent to the parties concerned.

3. The brief fact of the case as per the written statement of claim made are required to be briefed which reads as hereunder

- I. That, S/Shri Purno Chandra Bhakat & 16 others had been working since long with unblemished record of service.
- II. That, the concerned workmen were appointed as permanent workmen against permanent vacancy as per the then existing Scheme and policy of the management.
- III. That, the concerned workman had undertaken training as per Company's own scheme prescribed by management.
- IV. That, as per company's own training concerned workman was directed to undergo as Trainee.
- V. That, the concerned workman were to undergo training as per company's own scheme of the Company and assured them to treat their appointment from the date of actual appointment, i.e., the period undergone for training also be counted for all purposes, such as Gratuity, P.F. etc.
- VI. That, the Management introduced voluntary scheme wherein and whereby the workman of the industry were practically forced and directed, though it is not mentioned in writing, to submit voluntary Retirement Applications as per voluntary Retirement Scheme proposed by the management.
- VII. That, as per voluntary Retirement scheme there was provision for tendering application for Voluntary retirement as per Scheme formulated by the Management and accordingly it is for the employee/workmen to accept Option No. 1 and Option No. 2.
- VIII. That, after coming into notice of the voluntary Retirement Scheme the concerned workman and other workmen approached the management to know the details of the scheme and the benefits they will get. At that time, the management informed the concerned workman that they will get all benefits as per Option No.1 and the period for undergone training will be treated as length of service.
- IX. That, after coming into notice of the Voluntary Retirement Scheme the concerned workmen and other workmen appreciated the management to know the details of the Scheme and the benefits they will get. At that time, the management informed the concerned workmen that they will get all benefits as per Option No.1 and the period for undergoing training will be treated as length of service.
- X. That the Management in pursuance of the aforesaid queries from the workmen internal issued a circular /notice/letter wherein and whereby it was specifically mentioned that the period of training shall be counted for calculating the gratuity and other facilities as per Option No.1.



- XI. That, the management closed the Mosabani Mine w.e.f. 16.06.2003 without prejudice to the condition that it was not legal closure but the proposed closure and subsequent closure was a threat to other employees who at that time
- XII. That the concerned workmen had undergone training under the Training Scheme adopted by the Management
- XIII. That the Management had issued an office order being dt. 06.06.2002 wherein and whereby it was specifically mentioned and informed to the workmen that the training periods were to be counted as period of continuous service for the purpose of payment of gratuity and Voluntary Retirement Scheme Benefit.
- XIV. That, surprisingly enough the Management in spite of the aforesaid fact did not take into consideration the period of completion of training of two years as a continuous service for the purpose of Gratuity and other retirement benefits.
- XV. That the Management illegally and arbitrarily paid the concerned workmen voluntary retirement benefits as per Option No. 2 and in utter violation of the assurance and circular.
- XVI. The concerned workmen and Union represented before the Management several times against the illegal and arbitrary treatment and vindictive attitude of the Management and not paying the concerned workmen as per Option No 1 and for not calculating the training period as a continuous service period, but the Management did not pay any heed to the repeated prayer of the concerned workmen and the Union. So finding no alternative they raised the dispute which gave birth to Reference upon being proved failure due to adamant and uncompromisable attitude of the OP/management which in return of a reference so referred by the Appropriate Government

4 Contrary to it what OP/Management came out in their defence assailing the facts to counter the claim of the written statement of the Sponsoring Union which may be stated as under?

- i) That the present reference is not maintainable either in law or in fact.
- ii) That no Industrial Dispute is maintainable against any closed industry.
- iii) That the Management sought permission from the government for closing down of establishment of Hindustan Copper Ltd. at Mosaboni in East Singhbhum Jharkhand State, comprising Surda Mines, Mosaboni concentrator Plant, other allied department and allied services.
- iv) That Government of India, Ministry of Labour, granted permission to close down Surda Mine/Establishment and Mosaboni Concentrator Plant.
- v) That in so far as individually concerned they were engaged as Apprentice under Company's Scheme, and after completion of their apprenticeship period for a period of two years they were relieved.
- vi) That there was no vacancy at the relevant time when their apprenticeship was completed so the OP/Management made fresh appointment from time to time in gap varying up to four years.
- vii) The said Agreement over which both the Apprentice and OP/management are signatories there is a clause under Para 6 by following which the OP/Management (Company) does not undertake and shall not be liable to provide the Apprentice with any job or employment on completion of he training but may at its discretion and depending on the availability of any vacancy and Apprentices suitability for the same the company shall at sole discretion offer employment to the apprentice.
- viii) That depending upon the requirement the person concerned were given fresh appointment from time to time in gap covering up to four years, as there was no continuity from the date of engagement as apprentice which was to two years duration only.
- ix) That the demand of the Union for counting the period of apprenticeship as continuity of the service for the purpose of Gratuity and PF is not justified.

5. The workmen on their behalf filed following documents as per list mentioned hereunder to buttress their contention:

- i) Letter dt. 17.09.2002 addressed to General Manager ,ICC/Hindustan Copper Ltd written by Sri S.N. Sinha, Executive Director,(Personnel)
- ii) Circular No. MP/110/3/ from E.D.P./H.Qr under the signature of P.K.Sinha, Area General Manager (P)
- iii) Note sheet dt. 14.06.2003 initiated by Sri M.R.Barik, Asstt. Manager (P)

- iv) Calculation Chart prepared by the Management Personnel bearing the signature of Management Personnel

6 The Workmen argues there was no choice left behind to accept the VRS as threatening for closure of Mines or alternatively to accept the Voluntary Retirement Scheme. The workmen were assured that in the event of accepting VRS Scheme they will be given all benefits. The referred office order carries the reference that the apprentice period as per Company's Scheme will be taken into consideration for calculating V.R.S. Scheme and Gratuity. It is pertinent to mention that as per Gratuity Act an employee whether Trainee, Casual or Temporary is entitled for the gratuity for the period of working.

7. The OP/Management's submission on the issue that depending on requirement of the Company they were given fresh employment in the Company from time to time after a gap varying up to four years. While taking them as apprentice there was no condition in the agreement to absorb them as a regular employee after completion of their apprenticeship. After completion of apprenticeship period petitioners were no longer attached with the company.

8. The OP/Management categorically clarified the factual position by referring the Office Order. 06/06/2002 and 28/11/2003 which they stated that the apprentices who were engaged under the Company's own Scheme other than those covered under Apprentice Act and were subsequently absorbed are only allowed eligible for counting of their training period as a part of regular service for calculation of VR Compensation and Gratuity.

9. Ld. Advocate Mr.D.Mukherjee, appearing on behalf of the petitioners submitted that they were mentally not ready to opt for VRS as the alleged scheme was thrust upon them by the O.P/ Management projecting very much lucrative and impending threat of closure of Mines . There was every provision made in the Agreement and Circular and periodical clarification issued by the OP/management from time to time that the period served by the employee as training under the Company's own scheme or under Apprentices Act will be counted as service for the purpose of calculation of gratuity and VR Compensation. It has been clarified that period of training as Management Trainees/Graduate Engineer Trainees or Company's own Scheme other than those covered under the Apprentice Act and subsequently absorbed will be taken into consideration for reckoning the length of training period for purpose of calculation of Gratuity and VR Compensation.

10. Management stand is that engagement as Apprentices under the Scheme prevailing at that time for a stipulated period. There was no such condition to treat the period of their apprenticeship as regular and part of their service. As there was no continuity from date of engagement as apprentice. The contention of the Management the apprenticeship period served by the employees did not deem to qualify to be taken in count for regular service for the purpose of calculation of VR Compensation and Gratuity. The factual position is that the workmen concerned were engaged as apprentice under the Scheme prevailing at that time for a stipulated period and there was no such condition to treat the period of their apprenticeship regular and part of their service. So the fact revealed that there were a break ups between the completion of the training period of the respective petitioners and thereafter subsequent joining as a fresher at a later stage in a gap covering varying upto four years .

11. The OP/Management's stand is that after completion of apprenticeship period the workmen were relieved from the Company. Subsequently at later stage depending upon the requirement of the Company they were provided fresh employment in the company in a phased manner after a gap varying upto four years. So the referred of the office Orders as quoted by the workmen side in the present set of facts does not have relevancy and not acceptable in the present case.

12. On consideration of submissions this Tribunal is of the view that the workmen applied for VRS under the Company's own Scheme enforced by that time. The apprentices were engaged under the Company's own Scheme other than those covered under Apprentice Act and were subsequently absorbed are only to be allowed for counting their training period as part of regular service for calculation of VR Compensation and gratuity period. Whereas the petitioners here joined as an apprentice under Company's own Scheme and on completion of their apprenticeship period they were relieved and given fresh employment only after a gap varying upto four years. So there is no continuity after completion of apprentice period. The reference of the office orders as quoted by the workmen side in their pleading will not be applicable be considered in the present set of fact.

13. Accordingly based on above facts and materials available on record and analysis of the facts action of the Management's action does not appear improper and unjust. So the workmen (petitioners) concerned are not entitled be granted relief on the reference as framed.

Dr.S.K.THAKUR, Presiding Officer



नई दिल्ली, 18 अक्टूबर, 2023

का.आ. 1716.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया प्रबंधन के संबद्ध नियोजकों और श्री जसवन्त सिंह एसएस (कारपेंटर)-एसजी एंड ऑथर्स थ्रू इंडियन एयरपोर्ट्स कामगार यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-214/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.10.2023 को प्राप्त हुआ था।

[सं. एल -11011/2/2019-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th October, 2023

S.O. 1716.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 214/2019**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Airport Authority of India and Shri Jaswant Singh, SS(Carpenter)-SG and others through Indian Airports Kamgar Union** which was received along with soft copy of the award by the Central Government on 18.10.2023.

[No. L-11011/2/2019-IR(M)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DELHI - 1**

**ROOM NO.207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.**

**Present: Justice Vikas Kunvar Srivastava (Retd.)**

**(Presiding officer)**

**CGIT, Delhi-1**

**ID No.214/2019**

Sh. Jaswant Singh,

SS(Carpenter)-SG and others through

Indian Airports Kamgar Union, CHQ Office,

Qtr No. B-140, Pocket-A, INA colony,

New Delhi-110023

Workman...

Versus

The Chairman,

M/s Airport Authority of India,

Rajiv Gandhi Bhawan, Safderjang Airport

New Delhi - 110003

Management...

None for the claimant

Shri Arjun Saini, A/R for the management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-11011/2/2019-IR(M) dated 29.11.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

“Whether the management of Airports Authority of India is justified in recovery/adjustment of the amount/benefits already received by Sh. Jaswant Singh, SS(Carpenter)-SG, Sh. Shiv Kumar, SS(Carpenter)-SG, Sh. Nirmal Singh, SS(Carpenter)-SG, Sh. Harminder Singh SS(Painter)-SG, to grant the 3<sup>rd</sup> financial upgradation and pay fixation to these workers of AAI?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

Date: 11.04.2023

नई दिल्ली, 18 अक्टूबर, 2023

का.आ. 1717.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इन्द्रप्रस्थ गैस लिमिटेड; मैसर्स प्रमोद इंटरप्राइजेज प्रबंधन के संबद्ध नियोजकों और श्री सोमपाल सिंह पुत्र स्व. राम चन्द्र सी/ओ दिल्ली राज्य जनरल वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-88/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.10.2023 को प्राप्त हुआ था।

[सं. एल-30012/10/2019-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th October, 2023

**S.O. 1717.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 88/2019**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indraprastha Gas Limited; M/s Pramod Enterprises and Shri Sompal Singh S/o Sh. Ram Chandra C/o Delhi Rajya General Workers Union** which was received along with soft copy of the award by the Central Government on 18.10.2023.

[No. L-30012/10/2019-IR(M)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****BEFORE THE JUSTICE VIKAS KUNVAR SRIVASTAVA (RETD.), PRESIDING OFFICER,  
GOVERNMENT OF INDIA MINISTRY OF LABOUR & EMPLOYMENT, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-I, NEW DELHI****ID.NO. 88/2019**

Shri Sompal Singh S/o Sh. Ram Chandra,  
C/o Delhi Rajya General Workers Union,  
8/425, Trilokpuri,  
Delhi-110092

Workman

Versus

1. M/s Indraprastha Gas Limited,  
IGL Bhawan, 4 Community Center,  
Sector-IX, R.K. Puram,  
New Delhi-110022.
2. M/s Pramod Enterprises,  
A-702, NPSC Society, Plot No. 5,  
Sector-2, Dwarka,  
New Delhi-110075

Management

None for the claimant.

Sh. K.K. Pandey, A/R for the management.

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-30012/10/2019-IR(M) dated 22.03.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

"Whether Sh. Sompal Singh S/o Sh. Ramesh Chander designated as manager and engaged by the management of M/s Pramod Enterprises, a contractor of M/s Inderprastha Gas Limited (IGL) from the establishment of IGL is "workman" under ID Act, 1947?"

If yes, whether termination of the service of Sh. Sompal Singh S/o Sh. Ramesh Chander by the management of M/s Pramod Enterprises, a contractor of M/s IGL is proper, legal and justified? If not, what relief is the disputant entitled to and what directions, if any, are necessary in this regard?"

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

Date: 11.04.2023

नई दिल्ली, 18 अक्टूबर, 2023

का.आ. 1718.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान कॉपर लिमिटेड/आईसीसी प्रबंधन के संबद्ध नियोजकों और उसके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, धनबाद, पंचाट (रिफरेन्स न.- 101/2001, 94/2001, 43/2001, 91/2001 & 92/2001) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.10.2023 को प्राप्त हुआ था।

[फा. सं.- एल -29012/2/2001-आईआर(एम), एल -43012/33/2000-आईआर(एम), एल -43012/32/2000-आईआर(एम), एल -43012/27/2000-आईआर(एम) & एल -29012/116/2000-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th October, 2023

**S.O. 1718.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 101/2001, 94/2001, 43/2001, 91/2001 & 92/2001**) of the **Central Government Industrial Tribunal cum Labour Court-2, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Copper Limited / ICC and Their Workmen** which was received along with soft copy of the award by the Central Government on 18.10.2023.

[F. No. L-29012/2/2001-IR(M), L-43012/33/2000-IR(M), L-43012/32/2000-IR(M), L-43012/27/2000-IR(M) and L-29012/116/2000-IR(M)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT, DHANBAD**

#### PRESENT

Dr. S. K.Thakur

Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the

I.D.Act., 1947.

#### **REFERENCE NO 101 OF 2001:**

Sh. Tanmay Bose ,

Ex-Electrician of the M/s HCL

Vs.

The Executive Director,

Hindustan Copper Ltd. /ICC

PO: Moubhandar, Dist: Singhbhum (E), Jharkhand

(Ministry's Order No. L-29012/2/2001/IR (M) dated 28.03.2001)

#### **WITH**

#### **REFERENCE NO 94 OF 2001:**

Sh. Chandan Das ,

Ex-Fitter of M/s HCL

Vs.

The Executive Director,

Hindustan Copper Ltd./ICC

PO: Moubhandar, Dist: Singhbhum (E), Jharkhand

(Ministry's Order No. L-43012/33/2000/IR (M) dated 22.03.2001)

**WITH**

**REFERENCE NO 43 OF 2001:**

Sh. Bhagirath Rajak ,

of M/s HCL

Vs.

The Executive Director,

Hindustan Copper Ltd./ICC

PO: Moubhandar, Dist: Singhbhum (E), Jharkhand

(Ministry's Order No.L-43012/32/2000/IR (M) dated 13.02.2001.)

**WITH**

**REFERENCE NO 91 OF 2001:**

Sh. Sapan Kr. Rawal ,

of M/s HCL

Vs.

The Executive Director,

Hindustan Copper Ltd. /ICC

PO: Moubhandar, Dist: Singhbhum (E), Jharkhand

(Ministry's Order No. L-43012/27/2000/IR (M) dated 27.02.2001)

**WITH**

**REFERENCE NO 92 OF 2001:**

Sh. Tapash Kr.Shaw ,

Ex-Employee of M/s HCL

Vs.

The Executive Director,

Hindustan Copper Ltd. /ICC

PO: Moubhandar, Dist: Singhbhum (E), Jharkhand

(Ministry's Order No. L-29012/116/2000/IR(M) dated 27.02.2001)

**APPEARANCES :**

On behalf of the workman/Union : Mr. D. Mukhrjee, Ld. Advocate

On behalf of the Management : Mr. D. K.Verma, Ld. Advocate

**State : JHARKHAND Industry : Mines**

**Dated, Dhanbad, the 28<sup>th</sup> July, 2023.**

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following disputes to this Tribunal for adjudication vide their Order Nos referred to above going Reference heads as per the respective Schedules:

**THE SCHEDULE OF REF.NO. 101 OF 2001**

**“Whether the action of the Management of Hindustan Copper Ltd/ICC in terminating the services of Shri Tanmay Bose is justified? If not, to what relief the concerned workman is entitled to ?.”**

**THE SCHEDULE OF REF.NO. 94 OF 2001**

**“Whether the action of the Management of Hindustan Copper Ltd/ICC in terminating the services of Shri Chandan Das is justified? If not, to what relief the concerned workman is entitled to ?.”**

**THE SCHEDULE OF REF.NO. 43 OF 2001**

**“Whether the action of the Management of Hindustan Copper Ltd/ICC in terminating the services of Shri Bhagirath Rajak is justified? If not, to what relief the concerned workman is entitled to ?.”**

**THE SCHEDULE OF REF.NO. 91 OF 2001**

**“Whether the action of the Management of Hindustan Copper Ltd/ICC in terminating the services of Shri Sapan Kr.Rawal is justified? If not, to what relief the concerned workman is entitled to ?.”**

**THE SCHEDULE OF REF.NO. 92 OF 2001**

**“Whether the action of the Management of Hindustan Copper Ltd/ICC in terminating the services of Shri Tapash Kr.Shaw is justified? If not, to what relief the concerned workman is entitled to ?.”**

2. At the outset it is worth to mention here that the above five Reference cases got registered by the Tribunal on various dates and subsequent proceeding of the hearing took place thereafter. In course of the hearing of the proceeding on the subject matter of dispute the Tribunal vide its order dt. 30.05.2005 decided to club together all the above five Reference Cases for hearing concurrently being on same footing as replica of one another against the same Management of M/s Hindustan Copper Ltd. (HCL)/ICC at Mosabani at Singhbhum (East) in Jharkhand despite five different petitioners namely Shri/Sri Tanmoy Boase, Chandan Das, Bhagirath Rajak, Sapan Kr.Rawal and finally Tapash Kr.Shaw, All the reference cases ran concurrently and concluded on the same date. The workmen in their respective statement have alleged to have been performing the job related to various trades after completion of trade training. The job assigned to them as claimed by the Petitioners was permanent and perennial nature and they had put in more than 240 days attendance in several calendar years. As per claim the Management by order stopped the petitioner from service since 1998 just to camouflage the real issue on various pretext with an ulterior motive. After being exhausting all avenue of the settlement they raised an Industrial Dispute which in failure turned out References by the appropriate Government. As claimed, the action of the Management was vindictive in nature and smacks of anti-labour policy of the management and violation on not adhering the provisions of Sections 25F and 28 N and Sec. 9A of the I.D. Act. The prayer is to answer the reference in favour of workman seeking direction to the management to reinstate them (Petitioners) with full back wages and other consequential benefits.

3. Per contra stand taken by Respondent is that long before the nationalization of the M/s Indian Copper Corporation Ltd. there was a provision for providing employment to near relations of the workers and the Management being private used to follow that Award in the matter of providing employment to the nominees of the employees against future vacancies. Post nationalization this provision had been defunct in view of the Hon'ble High Court of Patna at Ranchi Bench directing the Management not to provide employment to the nominees till final decision of the Case.

“Till this writ petition is being heard, no further appointments will be made by the Corporation on dependency grounds as per the Scheme as stated in the counter affidavit filed by the Corporation. If any such appointment is being made then the Corporation is liable for contempt.” (Ref. No. 91/2001)

Management contended that in view of the specific direction of the Hon'ble High Court dated 11.03.98 passed in CWJC 1963 of 96 ( R ) the Management is restrained from providing even temporary employment to any nominee of any workman against temporary requirement and being a Public Sector Unit it needs to fulfill statutory requirement as laid in the provisions of the Constitution. So all the workers (Petitioners) under the fold of the above referred References and their services stood automatically terminated on the expiry of the stipulated period and the provisions have become infructuous. Therefore they are not entitled to any relief. All the petitioners happened to be relatives of the workers. In the light of the above directives of the Hon'ble Court Corporation had been bound to disengage them with justifying action of the Respondent.

4. The proceeding of the aforesaid referred cases was set in motion separately upon filing the written statement of claim and counter claim by the Petitioners and Respondent. With filing of documents the matter came up for evidence and advanced upto the stage of evidence. During the course of hearing the Tribunal vide order dated 30.05.2006 passed an order for clubbing together all the above five Reference cases being same set of nature against the same management and decided to take up concurrent hearings as the subject matter of dispute and the relief sought for is same and identical. After evidence of the management the stage came for hearing for final argument. The workmen concerned stopped representing the cases in regular course since 2012. The hearing of the cases started scheduling and rescheduling but to no effect and ultimately the hearing was finally concluded on 21.06.2023.

5. The petitioners concerned thereafter neither put their appearances nor did they led argument to arrive finality of the adjudication to prove their cause of action against the Management. They preferred to opt out of staying away from the proceeding.

6 It is apparent from the materials on records that the petitioners seem reluctant to proceed with the reference of the cases on contest .It has been noticed that the claimants failed to represent and prove the cause of action against the OP/Management for past ten years and left the matter in a lurch contrary to uninterrupted granted adjournments, Simultaneously the Tribunal do not find any cogent reason to adjourn the case further suo motu except to pass a no Claim Award Accordingly "A No Claim Award" is passed against the workmen being devoid of any substance between the parties binding upon them under its fold with no relief to the workmen for all the aforesaid References alike .

7. Let the Award be sent to the appropriate Government as required under Sec. 17 of the Industrial Dispute Act, 1947 for publication with keeping the original copy with Ref. No. 101/2001 with one set of spare copy to each of the Reference Cases mentioned herein above for record and reference

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2023

**का.आ. 1719.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; डीआईएल; मेसर्स इम्प्रेशन सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्रीमती रेनु पत्नी श्री अशोक शाह, थ्रू जनरल सेक्रेटरी, हिन्दुस्तान इंजीनियरिंग एंड जनरल मज़दूर यूनियन (रिगार्डिंग) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-7/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.10.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर(एम)]-68

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th October, 2023

**S.O. 1719.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2020) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; DIAL; M/s Impression Services Pvt. Ltd., and Smt. Renu W/o Sh. Ashok Shah through The General Secretary, Hindustan Engineering & General Mazdoor Union (Regd)**, which was received along with soft copy of the award by the Central Government on 18.10.2023.

[No. Z-16025/04/2023-IR(M)-68]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI-1,  
ROOM NO. 207, ROUSE AVENUE COURT COMPLEX, NEW DELHI**

**ID.NO. 7/2020**

Smt. Renu W/o Sh. Ashok Shah

The General Secretary,

Hindustan Engineering & General Mazdoor Union (Regd),

D-2/24, Sultanpuri, Delhi.

.....Workman

Versus

1. Airports Authority of India,  
Rajiv Gandhi Bhawan,



- Safderjang Airport,  
New Delhi-110003.
2. The CEO,  
Dial, New Udaan Bhawan,  
T-3, IGI Airport,  
New Delhi-110037.
3. The Managing Director,  
M/s Impression Services Pvt. Ltd.,  
32-33, Vakil Market,  
Vijaya Complexn Chhankarpur DLF Phase-4,  
Gurgaon-1220002 (Haryana)

.....Management

### AWARD

1. In the present case, a reference was received from the appropriate Government vide letter No. 96(32)2019-ID-FOC-DY.CLC of dated 04.05.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

### SCHEDULE

“Whether the action of the management of M/s Impression Services Pvt. Ltd. (Contractor of DIAL) in terminating the services of the workman Smt. Renu W/o Sh. Ashok Shah w.e.f. 22.08.2017 is just, fair and legal? If not what relief the workman concerned is entitled to and from which date?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.
4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

Date: August, 17, 2023

नई दिल्ली, 18 अक्टूबर, 2023

**का.आ. 1720.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स स्टील अथॉरिटी ऑफ इंडिया लिमिटेड; मैसर्स एन.आई.सी.एस. प्रा. लिमिटेड; मैसर्स प्रेमानंद कैटीन कांटेक्टर के प्रबंधन के संबद्ध नियोजकों और श्री राजेंद्र सिंह, पुत्र स्व. नंदन सिंह एवं श्री अजय कुमार, पुत्र स्व. सुरन लाल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.-52/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.10.2023 को प्राप्त हुआ था।

[सं. एल-26011/01/2020-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th October, 2023

**S.O. 1720.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 52/2020**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Steel Authority of India Limited; M/s N.I.C.S. Pvt. Ltd.; M/s Premanand Canteen Contractor Ltd.** and **Shri Rajendra Singh, S/o Sh. Nandan Singh & Shri Ajay Kumar, S/o Sh. Suran Lal** which was received along with soft copy of the award by the Central Government on 18.10.2023.

[No. L-26011/01/2020-IR(M)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT DELHI - 1

**Present: Justice Vikas Kunvar Srivastava (Retd.)**

**(Presiding officer)**

**CGIT, Delhi-1**

#### ID No. 52/2020

1. Sh. Rajendra Singh, S/o Sh. Nandan Singh,  
R/o C/o Vijay Shukla, Near Brijwasi Dairy,  
H. No. 33, Ghora Mohalla, Aya Nagar,  
New Delhi-110047

2. Sh. Ajay Kumar, S/o Sh. Suran Lal,  
R/o RZF-310/07, Gali No.10, Raj Nagar-II  
Palam Colony, New Delhi-110037

Workman

Versus

1. The General Manager,  
M/s Steel Authority of India Limited,  
Ispat Bhawan, Lodhi Road, New Delhi-110003

2. The Manager,  
M/s N.I.C.S. Pvt. Ltd.  
A-28, Gali No. 2, Madhu Vihar,  
Patparganj, New Delhi-110092

3. The Manager,  
M/s Premanand Canteen Contractor,  
301, V.P. Block, Pitampura, New Delhi-110034

Management

None for the claimant

None for the management

#### AWARD

1. In the present case, a reference was received from the appropriate Government vide letter No. L-26012/01/2020-IR(M) dated 27.07.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

“Whether the services of workman Sh. Ajay Kumar S/o Sh. Suran Lal and Sh. Rajender Singh S/o Sh. Nandan Singh have been terminated illegally and unjustifiably by the management and if so to what relief are they entitled and what directions are necessary in this regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

Date: 11.04.2023

नई दिल्ली, 20 अक्टूबर, 2023

**का.आ. 1721.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ़ इंडिया के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, I - दिल्ली के पंचाट (90/2019) प्रकाशित करती है।

[सं. एल-12012/06/2019- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 20th October, 2023

**S.O. 1721.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 90/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Delhi* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12012/06/2019- IR(B-II)]

SALONI, Dy. Director

**ANNEXURE**

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT DELHI - 1**

**ROOM NO. 207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.**

**Present : Justice Vikas Kunvar Srivastava (Retd.)**

**(Presiding officer)**

**CGIT, Delhi-1**

**ID No. 90/2019**

Shri Trilok Singh Rana S/o

Lt. Shri Dharam Singh Rana through

Shops and Commercial Workers Union,

520/B-5, Vill Khera, G.T.Road,

Shahadara, Delhi – 110095.

Claimant

Versus

The General Manager,  
Bank of India, H-2, Star House,  
Cannaught Circus,  
New Delhi-110 001.  
None for the claimant  
None for the management

Management...

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No.12012/06/2019-IR(B-II) dated 28.03.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

“Whether the management of Bank of India has terminated the services of Shri Trilok Singh Rana illegally and/or unjustifiably w.e.f. 01.02.2017 and If yes, what relief is the workman entitled to and what directions are necessary in this respect ? Whether the workman is entitled to be regularized in the services of the bank from the initial date of his employment with the bank along with consequential benefits ?

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

Date: 05.06.2023